

# CENTER for SCIENCE in PUBLIC PARTICIPATION

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"Technical Support for Grassroots Public Interest Groups"

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October 11, 2012

Heather Kendall-Miller  
Native American Rights Fund  
801 B Street, Suite 401  
Anchorage, AK 99501

Heather:

The Center for Science in Public Participation (CSP2) was organized in 1996 as a non-profit 501(c)(3) corporation. CSP2 provides technical analysis and technical advice to public interest organizations and indigenous communities on mining and water quality issues, especially existing mine reclamation, and on the environmental analysis of proposed mining projects. The Center has a staff of academically qualified professionals with experience from the mining industry, academia, and government.

In our capacity as technical consultants we provide technical support either under contract to a client organization, or sometimes under a foundation grant for one or more parties. The contracts are legally binding, and usually stipulate that a client may specify that information provided to CSP2 may be deemed confidential. If this is the case the confidential information, although reviewed and critiqued by CSP2 for its client, is treated as confidential until the client specifies otherwise.

For example, following are the paragraphs from the standard CSP2 contract addressing Nondisclosure of Client Information and Ownership of Documents and Data (note that "Contractor" refers to CSP2):

***Nondisclosure of Client Information.*** During the course of the performance of this Agreement, the Contractor may have access to materials, data, strategies, systems, or other information relating to Client and its programs, which is intended for internal use only. Contractor shall not at any time during or subsequent to the term of this Agreement, unless specifically consented to in writing by Client, directly or indirectly use, divulge, disclose or communicate to any person, firm, or corporation, in any manner whatsoever, any internal information concerning any matters affecting or relating to the business or operations of the Client. The parties hereby stipulate that as between them, the foregoing matters are important, material, confidential, and proprietary and affect the successful conduct of Client's business and its goodwill, and that any breach of any term of this paragraph is a material breach of this Agreement.

***Ownership of Documents and Data.*** All equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists, contracts, and all other written and graphic records affecting or relating to the Services or the Client's business which Contractor shall prepare, use, construct, observe, possess, or control shall be and remain the sole and exclusive property of Client. All rights, title, and interest to and including without limitation the rights of copyright, trademark and patents, in any reports, studies, photographs (and negatives), computer programs, drawings, writings or other similar works or documents, along with all supporting data and material (collectively the "Works"), produced under this Agreement are "works for hire" in accordance with the definition of that term under the copyright laws of the United States. The Contractor hereby unconditionally assigns, and at any time in the future upon request shall sign an assignment agreement memorializing this assignment of all rights and interests of any sort, including without limitation, all copyrights and other intellectual property rights, in and to the Works produced under this Agreement. Client shall have the sole and exclusive right, title and interest (including copyright interest) in the works. Upon

*request from Client, the Contractor shall deliver to Client all Works. The Contractor represents and warrants to Client that the Contractor shall not infringe the intellectual property rights of others in the performance of this Agreement and agrees to indemnify Client and hold it harmless from and against all demands, claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any action by a third party against Client relating to the Works. In the event of termination of this Agreement for any reason, whether voluntary or involuntary, or upon Client's request, Contractor shall promptly deliver to Client all equipment, notebooks, documents, memoranda, reports, files, samples, books, correspondence, lists or other written or graphic records relating to the business of Client which are or have been in the possession or under the control of Contractor.*

CSP2's job is to provide technical expertise and advice. There is no project proposal or technical review document that is perfect – there will always be differences of technical opinion, and even outright errors, in these documents. Many times CSP2's clients are interested in the determining where these documents may be weak, need more work, or are even in error. It is CSP2's professional obligation to provide this analysis and information to its clients, who are sometimes involved in opposing these projects. However, CSP2 is not an advocacy organization. It does not bring litigation (but does occasionally act as expert witnesses in litigation, again only on behalf of a client), and it does not take an organizational position on the projects on which it works. Taking a position for or against a project is a policy position that is left to CSP2's clients. CSP2 provides only technical information and advice.

I hope this is helpful in explaining how CSP2 works with its clients, and the limits to use of information provided to CSP2 by its clients.

If you have additional questions, please contact me.

Sincerely;

A handwritten signature in dark ink that reads "David M Chambers". The signature is written in a cursive, slightly slanted style.

David M Chambers, Ph.D., P. Geop.  
Executive Director